

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**  
**REGION 3**

AMAZON LABOR UNION	)	
	)	
Petitioner,	)	
	)	
And	)	Case No. 03-RC-301507
	)	
AMAZON.COM SERVICES LLC,	)	
	)	
Employer.	)	
	)	

**PETITIONER’S OBJECTIONS**  
**TO CONDUCT AFFECTING REPRESENTATION ELECTION AT ALB1**

The National Labor Relations Board (“Board”) conducted a manual in person representation election among employees of Amazon.com Service’s (“Employer”) Albany Fulfillment Center (“ALB1”) regarding representation by the Amazon Labor Union (“Petitioner”). The Petition was filed on August 17, 2022 and the election was conducted on October 12, 13, 15 and 17, 2022 from the hours of 8:00AM to 12:00 PM and 8:00PM to 12:00AM. The Union hereby submits the following Objections to conduct affecting the results of the Election pursuant to 29 C.F.R. § 102.69 and its rights under the National Labor Relations Act (“Act”). The Union will submit evidence to the Board in support of these Objections as required by 29 C.F.R. § 102.69.

Separately, and cumulatively, the following Objections constitute conduct which prevented a free and uncoerced exercise of choice by the employees, undermining the Board’s efforts to provide “a laboratory in which an experiment may be conducted, under conditions as nearly as ideal as possible, to determine the uninhibited desires of the employees.” *In re Jensen Enterprises*, 339 NLRB 877 (2003) (citing *General Shoe Corp.*, 77 NLRB 124 (1948)). The employer’s coercive, threatening and retaliatory conduct destroyed any possibility for the Region to conduct a free and fair election while also creating a sustained atmosphere before and during the critical period where voters’ “uninhibited desires” were completely chilled. Accordingly, these objections constitute grounds to set the election aside.

**OBJECTION 1**

During and before the critical period, on June 30, 2022, the Employer changed its access policy to prevent workers from accessing non-work areas during non-work time in order to prevent Petitioner and workers at ALB1 from engaging in their Section 7 rights. The

Employer's policy change prohibited workers from coming to non-work areas of the ALB1 warehouse during non-work time greater than 15 minutes before their shift and/or 15 minutes after their shift ended. The Employer also used this policy to prohibit Petitioner and ALB1 employees from exercising their Section 7 rights outside the warehouse during non work time in non work areas. The Employer acted intentionally to interfere with Petitioner and employee supporters' ability to inform workers as to their rights to form and join unions and to restrain their ability to inform their fellow workers of the benefits of unionization.

This policy has also been discriminatorily applied against Petitioner and workers who support the Union. Employees in support of Petitioner have been solely suspended or disciplined for violating this policy when exercising their Section 7 rights. Employee voters were aware that Petitioner supporters were being disciplined for supporting the Union, thus chilling their Section 7 rights.

The reason for this change in policy was directly related to the Petitioner's representation election victory at JFK8 and for the purpose of curtailing and interfering with workers' section 7 rights. The effect of this change of policy has prevented a free and uncoerced exercise of choice in this election at ALB1.

## **OBJECTION 2**

During the critical period, the Employer held mandatory meetings known as captive audience meetings in which the Employer sought to coerce and restrain workers from exercising their rights to make a free choice in the election. Employees were not told that they had any right to refrain from attending such mandatory captive audience meetings. The mandatory nature of these meetings make them inherently coercive, preventing these employees from exercising their free choice in the election.

## **OBJECTION 3**

During and before the critical period the Employer mandated that all employees attend meetings with union avoidance consultants in which Amazon.com Services threatened employees, potential voters that if the ALU won it was very likely that workers would get less and likely lose the benefits they currently had. Workers who attended these meetings believed that a vote in support of the Union would mean a negative effect on their current health care benefits. Amazon.com Services threats to remove health benefits from employee, potential voters, prevented a free and uncoerced exercise of choice by the employees. Employees were not told that they had any right to refrain from attending such mandatory captive audience meetings. This type of threat created an atmosphere of fear and intimidation which prevented a free and uncoerced exercise of their free choice in the election.

#### **OBJECTION 4**

During the critical period, on the day of the first polling sessions in the election, the Employer released (b) (6), (b) (7)(C) late from employment, then threatened (b) (6), (b) (7)(C) with loss of wages and deduction from (b) (6), (b) (7)(C) unpaid time bank (UPT) because (b) (6), (b) (7)(C) served as the ALU's (b) (6), (b) (7)(C). This resulted in the employee's Section 7 rights being chilled as (b) (6), (b) (7)(C) refused to serve as the (b) (6), (b) (7)(C).

Management also called another potential voter at home the night before (b) (6), (b) (7)(C) was planning on acting as an (b) (6), (b) (7)(C) for the ALU to tell (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would lose (b) (6), (b) (7)(C) wages, (b) (6), (b) (7)(C) UPT time and (b) (6), (b) (7)(C) status if (b) (6), (b) (7)(C) supported the ALU.

The information about the retaliation against these employees was widely circulated during the election. The Employer's breach of the Stipulated Election Agreement, threatening and retaliatory conduct destroyed any possibility for the Region to conduct a free and fair election while also creating a sustained atmosphere before and during the critical period where voters' "uninhibited desires" are not completely chilled.

#### **OBJECTION 5**

During the critical period and in fact on the first day of polling, the Employer implemented promotions for workers, potential voters, within the bargaining unit positions that also included raises and avenues of advancement into management. Prior to the critical period, Amazon.com Services gave very few promotions of this type to the workers at ALB1. When promotions were granted by management, the workers also received a new vest to visibly display that management was giving promotions during the critical period and even while the polls were open. The promotions included: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). These promotions at the outset of the election destroyed the ability of the workers to express their uninhibited desires in the election.

#### **OBJECTION 6**

During the critical period and before, (b) (6), (b) (7)(C) set up a table outside the warehouse to distribute literature in support of Petitioner. On numerous occasions members of security and managers would come out of the warehouse and watch who was stopping at the union table and oftentimes ordered (b) (6), (b) (7)(C) to either remove the table or move it. On one occasion Amazon.com Services also called the local police to harass (b) (6), (b) (7)(C) claiming that (b) (6), (b) (7)(C) was "trespassing" and "picketing". This type of behavior caused workers to feel intimidated, restraining them from learning more about the union. This surveillance destroyed any possibility that the Region was able to conduct a free and fair election.

### **OBJECTION 7**

During the critical period the Employer threatened to arrest and called the police to intimidate former Amazon employees, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) sought to campaign about the benefits of unionization from a public transportation bus stop for the CDTA by claiming they were trespassing on the Employer's private property. These threats were well known by the workers, potential voters, at the facility and created an atmosphere of fear and intimidation which prevented a free and uncoerced exercise of their free choice in the election.

### **OBJECTION 8**

Two days before the filing of the petition, the Employer harassed and coerced workers to not sign Petitioner authorization cards when outside of the warehouse. The Employer's agent surveilled employees soliciting support for the ALU and threatened them in front of employees, potential voters and the Company's Security. Such conduct acted to destroy laboratory conditions.

### **OBJECTION 9**

Prior to and during the critical period the Employer harassed and disciplined (b) (6), (b) (7)(C) in an attempt to restrain (b) (6), (b) (7)(C) from engaging in (b) (6), (b) (7)(C) section 7 rights to build support for the ALU in the election.

These disciplines include imposing discipline for using an empty handicap parking spot to complete a 3 point turn and for not coming to a complete stop at a stop sign. (b) (6), (b) (7)(C) asked for the video proof the employer was referring to in support of their "discipline", but Amazon refused to provide any proof to (b) (6), (b) (7)(C) instead issuing a final written warning against (b) (6), (b) (7)(C). This was (b) (6), (b) (7)(C) first discipline with the Company since beginning (b) (6), (b) (7)(C) employment.

(b) (6), (b) (7)(C) was also investigated and counseled for asking too many questions in the unlawful mandatory captive audience meetings and that (b) (6), (b) (7)(C) was in violation of the Employer's unlawful solicitation policy.

Employee organizer, (b) (6), (b) (7)(C) was also issued a final written warning during the critical period for cell phone use when (b) (6), (b) (7)(C) had been given permission to use (b) (6), (b) (7)(C) cell phone by management before the critical period. Employee, (b) (6), (b) (7)(C) had filed a complaint with OSHA before the critical period concerning unsafe work conditions in the warehouse. OSHA asked that (b) (6), (b) (7)(C) provide pictures which (b) (6), (b) (7)(C) had because management gave (b) (6), (b) (7)(C) permission to use (b) (6), (b) (7)(C) cell phone camera. Even after explaining that (b) (6), (b) (7)(C) was given permission by management to take pictures that were later sent to OSHA, during the critical period, management issued (b) (6), (b) (7)(C) a final written warning making (b) (6), (b) (7)(C) job precarious.

This disciplinary action was followed by being called into a disciplinary investigation, where (b) (6), (b) (7)(C) request under *Weingarten* was denied, for allegedly saying “(b) (6), (b) (7)(C) has a lot of good things to say”.

(b) (6), (b) (7)(C) was also subjected to a disciplinary investigation, where (b) (6), (b) (7)(C) request under *Weingarten* was denied, about whether employee (b) (6), (b) (7)(C) had recorded (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) disciplining (b) (6), (b) (7)(C) for a traffic violation and photos taken of unsafe working conditions.

Both of these disciplines were well known in the warehouse, to the point that co-workers informed (b) (6), (b) (7)(C) that managers were openly stating in ear shot of employees, potential voters, that (b) (6), (b) (7)(C) would be fired. These actions destroyed any possibility for the Region to conduct a free and fair election because it created a sustained atmosphere before and during the critical period where voters’ “uninhibited desires” were completely chilled.

#### **OBJECTION 10**

Throughout the critical period and before the petition was filed the Employer subjected (b) (6), (b) (7)(C) to surveillance. Amazon.com Services spied and conducted constant surveillance on (b) (6), (b) (7)(C) even threatening to discipline (b) (6), (b) (7)(C) for using the computer room (made available to employees) before (b) (6), (b) (7)(C) work shift, for (b) (6), (b) (7)(C) driving in the parking lot and always knowing (b) (6), (b) (7)(C) whereabouts in the warehouse.

ALB1 employees, potential voters, knew that (b) (6), (b) (7)(C) was being followed and watched by management. This type of surveillance was done to reduce support for Petitioner by chilling collective support of (b) (6), (b) (7)(C) and making employees uncomfortable to be seen talking to (b) (6), (b) (7)(C). These types of threats and retaliatory conduct by Amazon.com Services destroyed any possibility of a free and fair election. The Company sustained an atmosphere before and during the critical period where voters’ “uninhibited desires” were completely chilled.

#### **OBJECTION 11**

During the critical period the Employer disciplined and/or suspended workers, potential voters, who protested being continually harassed by the union buster consultants hired by Amazon. One employee, a potential voter, who was (b) (6), (b) (7)(C) was terminated during the critical period, for protesting the union busters’ harassment of (b) (6), (b) (7)(C) because Amazon claimed (b) (6), (b) (7)(C) kicked an empty box out of frustration and should be fired and unable to campaign in support of Petitioner, nor vote in the election. (b) (6), (b) (7)(C) termination and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was widely known throughout the warehouse creating an atmosphere of fear and intimidation which prevented workers from exercising their free choice in the election. Similarly, during a day when the polls were open, another employee who complained of harassment by an anti-union consultant hired by Amazon was suspended. These disciplinary actions against supporters of the Union were widely known in the

warehouse and created an atmosphere of fear and intimidation which prevented a free and uncoerced exercise of their free choice in the election.

### **OBJECTION 12**

Throughout the critical period and prior, the Company discriminated in the application of its access policy and its policy governing discussion of union representation during work time by permitting third-party consultants retained by the Employer (aka “Union busters”) access to the facility and permitting the consultants to campaign against the Union throughout the facility and while employees were working while barring both Petitioner agents and employees in support of Petitioner from campaigning in the same manner.

The large number of anti-union consultants (aka “union busters”) flooded the workplace and wore the same type of safety vests as potential voters to blend in to more easily poll and intimidate voters to vote no. The Union Busters were encouraged by the Employer to talk to workers in work areas during their work time, and to interrogate workers about their thoughts about unionization as well as making negative, sometimes racist, statements about the ALU and (b) (6), (b) (7)(C) to the workers, potential voters. Not only did this discrimination truly diminished the Union's ability to carry its message to employees and placed it at a severe disadvantage in relation to the Employer, but this polling created an atmosphere of coercion and intimidation in the warehouse. These threats were well felt by the workers at the facility and created an atmosphere of fear and intimidation which prevented a free and uncoerced exercise of their free choice in the election.

### **OBJECTION 13**

During the critical period, on (b) (6), (b) (7)(C) 2022, due to a fire at the JFK8 warehouse, where a majority of voters voted in support of the Union, the Employer improperly suspended 80 workers who had engaged in collective action to protest unsafe work conditions on (b) (6), (b) (7)(C), 2022. After several days most of the JFK8 workers were returned to work, however the entire union leadership continue one suspension so as to send a clear message to voters at ALB1. There was also a fire at ALB1 (b) (6), (b) (7)(C) later. ALB1 workers were very aware of the actions of the Employer at JFK8 to punish employees for engaging in collective action. Workers’ rights at ALB1 were chilled and unable to investigate safety of the warehouse after the fire in light of the discipline imposed on workers at JFK8. Indeed, many workers were informed by management that the Employer had fired all of the workers who protested what they perceived were unsafe conditions after the fire. These disciplines and claims that all these workers were fired created an atmosphere of intimidation and fear which prevented a free and uncoerced exercise of the workers free choice in the election.

#### **OBJECTION 14**

During the critical period a fire broke out in a trash compactor at ALB1 on (b) (6), (b) (7)(C), 2022. Shortly after the fire the Company questioned a worker in support of Petitioner if Petitioner had started the fire, whether Petitioner had paid someone to start the fire and whether this worker had started the fire. This type of defamatory suggestion upset this (b) (6), (b) (7)(C) worker who was not only made to believe that the employer was spreading false rumors about (b) (6), (b) (7)(C) but also that the ALU may have been responsible for the fire at the ALB1 warehouse. The Employer's conduct destroyed any possibility that the Region was able to conduct a free and fair election.

#### **OBJECTION 15**

During the critical period and shortly before the election, the Employer claimed it was withholding a raise from the workers at ALB1 because of the union petition, directly blaming the withholding of a raise on the campaign to unionize the workforce. Then after making the workforce hostile to the union, the Employer granted the benefit of a COLA raise to employees while telling potential voters just a few weeks before the polls opened that they could not receive the "real" raise because of the Union election. The Employer got the best of both worlds making workers believe that the union did not want them to get a raise and then granting a similar benefit to the workers in an effort to buy their votes through unlawful conduct. Prior to the critical period, employees, potential voters, were not offered this type of raise workforce wide. Workers were clearly prevented from being able to express their uninhibited desires in the election.

#### **OBJECTIONS 16**

During the critical period and in particular on the first day of voting, the Employer's "union busters", agents for the Company, were in the warehouse giving out "Vote No Shirts" and knew who accepted shirts to support the Employer's anti union campaign and who did not accept such shirts. This type of surveillance destroyed any possibility of a free and fair election.

#### **OBJECTION 17**

During the critical period and while the polls were open, Amazon.com Services permitted "Vote No" stickers in work areas but did not allow union literature in work and non-work areas. Amazon.com Services actions restrained and interfered with the free exercise of employees' Section 7 rights and the free choice of voters.

### **OBJECTION 18**

During the critical period, the Petitioner regularly placed the Union's sign in the break room or outside near the entrance, but the Employer routinely removed the ALU's free standing sign from both inside and outside the warehouse. Management's improper removal of the ALU sign destroyed employee free choice.

### **OBJECTION 19**

During the critical period and particularly at the beginning of the voting and when the polls were open, the Employer ordered employees to vote giving the impression that voting was mandatory. These workers were intimidated in refraining from exercising their Section 7 rights and Amazon.com Services was surveilling employees who seemed reluctant to vote. Thus destroying laboratory conditions.

### **OBJECTION 20**

During the critical period, "Union Busters", agents hired by the Employer to campaign against the ALU, blamed the ALU for not having negotiated a contract at JFK8 when the Employer has been obstructing that process by refusing to accept the outcome of the vote in which the Employer lost overwhelmingly. These appeals to blame the Union for the delay in negotiating a collective bargaining agreement created an atmosphere of hostility that destroyed laboratory conditions necessary to allow the workers to make a free and uninhibited choice.

### **OBJECTION 21**

During the critical period, Amazon.com Services posted on the "Voice of Associates" digital board that it would be futile for the employees to vote yes for the ALU because management may never agree to a collective bargaining agreement between the parties. In fact an anti union employee wrote on the Voice of Associates digital board afterwards that Amazon told (b) (6), (b) (7)(C) "more money in pay means losing some benefits." Such coercive statements are threatening and destroy the ability of voters to exercise free choice.

### **OBJECTION 22**

During the critical period, Amazon.com Services responded to employee grievances about making the HR desk more available, repairing U-Boats and cages to show that the Employer was ready to remedy employee problems and would continue to do so in the future. Such unlawful grant of benefit destroys the ability of voters to exercise free choice.



### OBJECTION 23

Prior to filing the Petition for the election, the Petitioner believed that they had secured a majority of eligible workers to sign authorization cards and had the understanding that the eligible workforce was less than 500. However, in response to the Petition the Company inflated the total numbers of employees in the bargaining unit to “917 as of August 13, 2022” and “918” as of its September 15, 2022 Voter List filing. A review by the Region focused on the sufficiency of the showing of interest indicated that the Employer’s “917” number for total employees in the proposed bargaining unit was inflated by more than 100 employees, but the Region did not share the basis of this finding with Petitioner.

Thus, Amazon.com Services September 15, 2022 Voter List of 918 employees included voters who were not eligible to vote in this election. The Voter List includes “employees” at ALB1 whose home addresses are in parts of [REDACTED] ([REDACTED]) miles away from ALB1), [REDACTED] ([REDACTED]) miles from ALB1), [REDACTED] ([REDACTED]) miles from ALB1), [REDACTED] ([REDACTED]) miles from ALB1), [REDACTED] ([REDACTED]) miles from ALB1), [REDACTED] ([REDACTED]) miles from ALB1), [REDACTED] ([REDACTED]), and [REDACTED] ([REDACTED]) from ALB1). Amazon.com Services included excluded employees in its Voter List, including but not limited to seasonal and temporary employees in order to “pack the unit”.

The Employer's Voter List intentionally included ineligible voters and destroyed the Petitioner's ability to determine whether they had majority support. This type of packing of the unit and breaching the Stipulated Election Agreement prevents any conclusion that the tally reflects the desires of eligible voters in this election.

Dated: October 25, 2022

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I, RETU SINGLA hereby certify that the Petitioner's Objections to Conduct Affecting the Representation Election was e-filed in 03-RC-301507 on Region 03 of the National Labor Relations Board and served by electronic mail on October 25, 2022, on the following parties:

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Dated: October 25, 2022

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